

**AGREEMENT
TO EXTEND EMERGENCY EQUIPMENT RENTAL
BETWEEN
SEWERAGE AND WATER BOARD OF NEW ORLEANS
AND
UNITED RENTALS (NORTH AMERICA) INC.**

This Agreement to Extend Emergency Equipment Rental (the "Agreement") is entered into by and between the **SEWERAGE AND WATER BOARD OF NEW ORLEANS**, herein represented by **BRUCE ADAMS, INTERIM GENERAL SUPERINTENDENT ("Board")**, with an effective date of December 1, 2017; and **UNITED RENTALS (NORTH AMERICA) INC.**, 12 Dufresne Loop, Luling, LA 70070, represented herein by **JASON RALLIS, BRANCH MANAGER**, as evidenced by the attached resolution ("**LESSOR**").

RECITALS

WHEREAS, on August 5, 2017, the city of New Orleans experienced extraordinary, unpredicted amounts of torrential rainfall of over nine inches within a three-hour period, resulting in sudden and extreme flooding throughout the city; and

WHEREAS, much of the infrastructure of the Board is powered by self-generated electricity from four (4) turbines which since March 9, 2017, have each or all been out of service and/or undergoing repairs, resulting in an inability to self-generate a sufficient level of power to operate the Board's sewerage, water and drainage systems, placing the health, safety and welfare of the citizens of New Orleans at risk; and

WHEREAS, the present time through December 1, 2017, is the peak period of hurricanes and tropical storms, posing the risk of torrential rainfall; and

WHEREAS, in recognition of the foregoing circumstances, the executive director and/or the general superintendent of the Board have recognized the existence of extreme emergency circumstances the declaration of extreme emergency circumstances as provided by La. R.S. 33:4084(C), including the rental of certain electrical generating equipment, accessories and other related items and services associated therewith, and accordingly executed the purchase orders for the rental/lease of such generators and related items as described herein ("**Equipment**") and the engagement of Lessor to perform operational, maintenance and other services with respect thereto ("**Services**"); and

WHEREAS, except for two (2) generators, the Equipment has been delivered to the Board, is presently located on Board property, and Board and Lessor desire to extend the term of the current rental of the Equipment and engagement of Lessor's services on a month to month basis for the price and on the terms as set forth hereinbelow;

NOW THEREFORE, for good and valuable consideration, the Board and Lessor agree as follows:

ARTICLE I – THINGS and SERVICES

Lessor confirms that it has leased and delivered and will continue to lease to Board, the Equipment described on Exhibit A attached hereto, including but not limited to:

Generators:

1. Item 1028131341 Generator 350-399 KVA Cummins Model C300D6RG
2. Item 10294925 Generator 350-399 KVA Cummins Model C300D6RG WOG
3. Item RR2404065 Generator 2200-2499 KVA
4. Item RR2404065 Generator 2200-2499 KVA
5. Item RR2404065 Generator 2200-2499 KVA
6. Item RR2404065 Generator 2200-2499 KVA
7. Item BSSM1255 Generator 2200-2499 KVA Midamerica Model EPGCQ-2000 Serial (M1255) 5V8CY40B4M10
8. Item BSSM1256 Generator 2200-2499 KVA Midamerica Model EPGCQ-2000 Serial (M1256) 5V8CY40BBM100
9. Item BSSM1257 Generator 2200-2499KVA Midamerica Model EPGCQ-2000 Serial (M1257) 5V8CY40B2BM10
10. Item RR2404065 Generator 2200-2499 KVA
11. Item RR2404065 Generator 2200-2499 KVA
12. Item RR2404065 Generator 2200-2499 KVA
13. Item RR2404065 Generator 2200-2499 KVA
14. Item RR2404065 Generator 2200-2499 KVA
15. Item RR2404065 Generator 2200-2499 KVA
16. Item RR2404065 Generator 2200-2499 KVA
17. Item 10506636 Generator 1200-1399 KVA Cummins Model C1000D6RG Serial C16G041988-5085
18. Item 10179031 Generator 1200-1399 KVA Cummins Model C1000D6RG Serial E130512524
19. Item 500SP6CU Generator 600-699 KVA Cummins Model C500D6R
20. Item 10588675 Generator 600-699 KVA Cummins Model C500D6RG
21. Item RR2404065 Generator 2200-2499 KVA; and

Air Condition:

1. Item 10623446 Air Condition 50 -60 ton Trane Model HTEH500B Serial C17A00466
2. Item 10625181 Air Condition 50 – 60 Ton Trane Model HTEH500B Serial C17A00461

3. Item 10414880 Air Condition 60 Ton High Static CAPS Model PPKH60TD0NN1365
Serial 15F-0410-011; and related

Transformers; and

Cables; and

ISO Breakers; and

Catalysts; and

Circuit Breakers (vacuum and low voltage); and

Delivery Trailers; and

A/C ducting; and

Other related equipment and supplies as needed in connection with any and all of the foregoing and as needed hereunder, and shall provide and perform all related services as set forth herein, including but not limited to operational, maintenance and technician services as necessary and appropriate for the safe, efficient and effective operation of all Equipment provided hereunder, in accordance with prudent and responsible professional standards. Specifically, Lessor shall provide continuous coverage at all locations of the Equipment, consisting of six (6) technicians, two "floaters" to serve as alternates, and a project lead, providing coverage 24 hours a day 7 days a week.

Board and Lessor acknowledge that the generators included in the Equipment were shipped full of fuel; Board agrees to replenish such fuel at the termination of this Agreement.

ARTICLE II – PRICE

For Generators:

For rental of the Equipment consisting of generators and related items, the Board shall pay Lessor upon receipt of Lessor's invoice and supporting documentation as provided herein, monthly rental payments based on usage, calculated based on:

1. single shift operations, consisting of 8 hours/day, 40 hours/week, 160 hours/4 weeks per generator per month (calculated based on 28 days to a month);
2. double shift operations, consisting of 16 hours/day, 80 hours/week, 320 hours/4 weeks per generator per month (calculated based on 28 days to a month), but only where operations exceeded 160 hours per month single shift operations;]
3. triple shift – unlimited usage per generator per month, but only per generator after usage exceeds double shift operations.

For Generators numbered (1, 2) above -- \$1418.40 per day, \$2886.06 per week, \$8569.50 per week, estimated amount \$37,164.06 per generator per month;

For Generators numbered (3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 21) above -- \$5485.74 per day, \$10970.44 per week, \$32910.25 per week, estimated amount \$142,611.44, per generator per month;

For Generators numbered (17, 18) above -- \$2253.68 per day, \$4507.36 per week, \$13522.08 per 4 weeks, estimated amount \$49,580.96 per generator per month (single shift usage through December 8, 2017);

For Generators numbered (19, 20) above -- \$1132.75 per day, \$2216.25 per week, \$6594.58 per 4 weeks, estimated amount \$24,216.24 per generator per month (single shift usage up to December 8, 2017); for a total monthly rental of \$ 2,361,094.12 based on single shift usage.

For Air Condition units:

For rental of the Equipment consisting of air conditioning units and related items - \$1075 per day, \$2150 per week, \$6450 per 4 weeks, per unit, for estimated amounts of \$27,950.00 for the first two; and \$25,800 estimated amount for Item 10414880 (reflecting additional days the first two were on rent).

For other included items of Equipment, rental charges shall be as set forth on Exhibit A attached hereto, consisting of Rental Agreements designated as #14962301, #149255977, #149329226, #149328960, #149329385, #149329158, #149329100, #149670385, #149329100, and #149625619.

The costs for Services provided by Lessor hereunder, specifically including but not limited to the operation, maintenance, servicing, and repair of the Equipment, are included within the rental calculations set forth above.

Provided, that the total amount payable hereunder shall not exceed Eight Million Two Hundred Eighteen Thousand Twenty-Five and 44/100 (\$8,218,025.44) Dollars through March 3, 2018.

ARTICLE III – TERM

This Agreement shall end on February 28, 2018, and thereafter shall continue on a month-to-month basis on the first day of each calendar month beginning March 1, 2018.

Board may terminate this Agreement at any time by giving the Lessor five (5) days written notice of the termination, and immediately for cause by sending written notice to the Lessor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the Board's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code §2-1120 or requests of the Office of Inspector General.

If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective thirty (30) days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required. The Board may suspend this Agreement at any time and for any reason by giving two (2) business days' written notice to the Lessor. The Lessor will resume work upon five (5) business days' written notice from the Board.

This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement. All compensation owed to the Lessor under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the Board.

Upon receipt of notice of termination from Board, Lessor shall submit to Board a proposed, written plan of demobilization for the Equipment, including schedules for all aspects thereof, and upon approval by Board (including any changes to the proposed plan of